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Honorable Gary Spraker
United States Bankruptcy Judge



Entered on Docket
March 15, 2023

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14 **UNITED STATES BANKRUPTCY COURT**

15 **DISTRICT OF NEVADA**

16 In re

17 DOUBLE JUMP, INC.,

18 Debtor.

19

20 Affects Double Jump, Inc.
 Affects DC Solar Solutions, Inc.
 Affects DC Solar Distribution, Inc.
 Affects DC Solar Freedom, Inc.

23 CHRISTINA W. LOVATO, Trustee,

24 Plaintiff,

25 v.

26 AHERN RENTALS, INC. and XTREME
27 MANUFACTURING, LLC,

28 Defendants.

Lease Case No. BK-19-50102-gs
(Chapter 7)
Substantively consolidated with:

19-50130-gs	DC Solar Solutions, Inc.
19-50131-gs	DC Solar Distribution, Inc.
19-50135-gs	DC Solar Freedom, Inc.

Adversary No.: 22-05001-GS

**ORDER GRANTING STIPULATION
AND PROTECTIVE ORDER
REGARDING DEPOSITION
TESTIMONY**

1 Upon consideration of the *Stipulation And Protective Order Regarding Deposition Testimony*,
2 [ECF 73] (“Stipulation”); it is hereby

3 **ORDERED** that the Stipulation, a copy of which is attached hereto as Exhibit A, is
4 **APPROVED**.

5 Prepared and respectfully submitted by:

6 **FOX ROTHSCHILD LLP**

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8 /s/ Mark J. Connot
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1 **EXHIBIT A**

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Adversary No.: 22-05001-GS

**STIPULATION AND PROTECTIVE
 ORDER REGARDING DEPOSITION
 TESTIMONY**

23 Defendants Ahern Rentals, Inc. (“Ahern”) and Xtreme Manufacturing, LLC (“Xtreme,” or
 24 collectively with Ahern, “Defendants”), by and through its undersigned counsel, the law firm of Fox
 25 Rothschild LLP, and Christina Lovato, chapter 7 trustee (the “Trustee,” and collectively with
 26 Defendants, the “Parties”) in the above captioned case (“Adversary Proceeding”) stipulate and
 27 agree as follows (“Stipulation and Protective Order”):

1 A. WHEREAS, the Trustee has issued subpoenas for the deposition testimony of the
2 Defendants, and multiple employees, former employees, and/or related parties.

3 B. WHEREAS, the Defendants have issued a subpoena for the deposition testimony of
4 the Trustee.

5 D. WHEREAS, some testimony given may contain Confidential information.

6 E. WHEREAS, the Parties entered into a Stipulation and Protective Order [Adv. Dkt. No.
7 54] which adopts prior stipulations at ECF Nos. 1884, 1915, and 1918 in the main case for the above
8 captioned Debtors, all of which remain in place (collectively, "**Document Protective Orders**").

9 F. WHEREAS, the Parties desire for the Document Protective Orders to include a
10 mechanism by which any applicable testimony from Rule 2004 examinations and Rule 7030
11 depositions, including and transcripts of such testimony ("Testimony") may be designated as
12 confidential.

13 **NOW, THEREFORE**, the Parties stipulate as follows:

14 1. The Designating Party shall have the right to designate Testimony as a "Confidential
15 Document" pursuant to the Document Protective Orders.

16 2. For Testimony given in depositions the Designating Party may either:

17 a. identify on the record, before the close of the deposition, all
18 "Confidential" Testimony, by specifying the applicable portions; or

19 b. designate the entirety of the Testimony at the deposition as
20 "Confidential" (before the deposition is concluded) with the right to
21 identify more specific portions of the Testimony as to which protection
22 is sought within 30 days following receipt of the deposition transcript.

23 In circumstances where portions of the Testimony are designated for
24 protection, the transcript pages containing "Confidential" information
25 may be separately bound by the court reporter, who must affix to the
26 top of each page the legend "Confidential" as instructed by the
27 Designating Party.

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1 4. All other applicable provisions of the Document Protective Orders shall apply to any
2 testimony designated as a Confidential Document, including but not limited to the mechanism by
3 which a Party may challenge the appropriateness of any designation.

4 5. Any Party to the Proceeding who has not executed this Stipulation and Protective
5 Order as of the time it is presented to the Court for signature may thereafter become a Party to this
6 Stipulation and Protective Order by its counsel's signing and dating a copy thereof and filing the same
7 with the Court, and serving copies of such signed and dated copy upon the other Parties to this
8 Stipulation and Protective Order

9 6. Nothing in this Stipulation and Protective Order shall be construed to preclude either
10 Party from asserting in good faith that certain Testimony designated as a Confidential Document
11 requires additional protection. The Parties shall meet and confer to agree upon the terms of such
12 additional protections.

13 7. The Parties shall have thirty (30) days from the date of an entry of an Order on this
14 Stipulation to designate as Confidential any Testimony that has been previously given in the
15 Adversary Proceeding, but not in a Rule 2004 examination taken before the filing of the Adversary
16 Proceeding.

17 8. After this Stipulation and Protective Order has been signed by counsel for all Parties,
18 it shall be presented to the Court for entry. Counsel agrees to be bound by the terms set forth herein
19 with regard to any Testimony designated as Confidential before the Court signs this Stipulation and
20 Protective Order.

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1 9. This Stipulation and Protective Order may be executed in counterparts, through any
2 electronic means.

3 Dated this 14th day of March, 2023.

4 **FOX ROTHSCHILD LLP**

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